

REQUEST FOR SEALED PROPOSAL
CITY OF MARTINSVILLE
P O BOX 1112
Martinsville, Va. 24114-1112

FAXES AND EMAILS NOT ACCEPTABLE

REPLY TO: KAREN MAYS, PURCHASING AGENT
For Inquiries only: kmays@ci.martinsville.va.us

Quote F. O. B. Martinsville, VA.

This is an inquiry not an order. Please attach this page with any submittals. The City of Martinsville reserves the right to accept or reject any and all proposals, to purchase any part of the whole of items bid upon, to waive any informalities, and to award this proposal as determined to be the most advantageous to the City.

If this is a sealed proposal, all proposals must be sent by FedEx or UPS or hand delivered to the Central Warehouse, 300 Fishel Street, Martinsville, Virginia 24112-3248, mailed to the P. O. Box 1112 address listed.

Bids are subject to the City's Purchasing Manual and Virginia Public Procurement Act.

Issue Date 06/14/12		Reply Not later Than: 06/28/12 2:00 p.m.		Date Delivery Requested: Early July 2012	
1. Shrader's Precision			4. Virginia Blower Co		
2. Prillaman & Pace			5. McKinney Heating & Cooling		
3. A-Co Heating & Cooling			6. Vipperman Air Conditioning		
Quantity	Description	Unit Price	Amount		
	Sealed proposals will be received until Thursday, June				
	28, 2012 at 2:00 p.m. to furnish all Materials, Equipment				
	and Labor for the installation of 2 each 5 Ton				
	Commercial Grade AC Units at the City Annex on				
	Clearview Drive, in Martinsville.				
	Units to be installed on pads and must include duct				
	work, wiring and start up. Installation must be done				
	during the normal daytime work hours, no weekends.				
	Price must be inclusive and be a turn-key job.				
	Contact Roy Prillaman to visit the job site at				
	276-252-9392.				
	Give Warranty Information _____				
	Give Workmanship Warranty Information _____				
	Does your company offer in house service? _____				
	Turn-around time for service calls _____				
Point of Shipment:		FOB: MARTINSVILLE, VA		Promised Delivery Date:	
		Frt Prepaid & Allowed			
Terms:	Quotation date:	Authorized Signature:			

276-403-5354

REQUEST FOR SEALED PROPOSAL

CITY OF MARTINSVILLE
P O BOX 1112
Martinsville, Va. 24112-1112

SEALED PROPOSAL

FAXES AND EMAILS NOT ALLOWED

REPLY TO: KAREN MAYS, PURCHASING AGENT
For Inquiries only: kmays@ci.martinsville.va.us

Quote F. O. B. Martinsville, VA.

This is an inquiry not an order. Please attach this page with any submittals. The City of Martinsville reserves the right to accept or reject any and all bids, to purchase any part of the whole of items bid upon, to waive any informalities, and to award this bid as determined to be the most advantageous to the City.

If this is a sealed proposal, all proposals must be hand delivered to the Central Warehouse, 300 Fishel Street, Martinsville, VA 24112-3248 or mailed to the P O Box 1112 address as listed at top of form.

Proposals are subject to the City's Purchasing Manual and Virginia Public Procurement Act.

Issue Date:		Reply Not later Than:		Date Delivery Requested:	
1.		4.			
2.		5.			
3.		4.			
Quantity	Description	Unit Price	Amount		
	Sealed proposals may be hand delivered or sent by UPS				
	or FedEx to the office of the Purchasing Agent, Karen				
	Mays, City of Martinsville Central Warehouse, 300				
	Fishel Street, Martinsville, Va. 24112-3248. Bids also				
	may be mailed to the City of Martinsville Purchasing				
	Department, P O Box 1112, Martinsville, Va. 24114.				
	Place "5 Ton AC Units" and the bid opening date				
	in the lower left hand corner of the envelope.				
	The City does not accept postal mail at the Fishel				
	Street address.				
	There will not be a formal opening.				
	The City reserves the right to accept or reject any and				
	all bids, to waive any informalities, and to award this				
	bid as determined to be the most advantageous to the				
	City of Martinsville.				
	Quote F.O.B. Martinsville, Va. Freight prepaid and				
	Allowed.				
Point of Shipment:		FOB: MARTINSVILLE, VA		Promised Delivery Date:	
		Frt Prepaid & Allowed			
Terms:	Quotation date:		Authorized Signature:		

CITY OF MARTINSVILLE
P O BOX 1112
Martinsville, Va. 24112-1112

SEALED PROPOSAL

FAXES AND EMAILS ARE NOT ALLOWED

DIRECT

REPLY TO: KAREN MAYS, PURCHASING AGENT

Inquiries: kmays@ci.martinsville.va.us

Quote F. O. B. Martinsville, VA.

This is an inquiry not an order. Please attach this page with any submittals. The City of Martinsville reserves the right to accept or reject any and all bids, to purchase any part of the whole of items bid upon, to waive any informalities, and to award this bid as determined to be the most advantageous to the City.

If this is a sealed proposal, all proposals must be delivered to the Central Warehouse, 300 Fishel Street, Martinsville, VA 24112 or mailed to the address above.

Issue Date:		Reply Not later Than:		Date Delivery Requested: October 2009	
1.		4.			
2.		5.			
3.		6			
Quantity	Description			Unit Price	Amount
	The following criteria will be used to make our selection:				
	1. Ability to meet specifications given.				
	2. Price/s offered.				
	3. Warranty offered – give details. (important)				
	4. Ability to have units available for installation in July or date agreed upon by both parties.				
	5. Quality of units offered. Quality units are well known in the market as compared to brands that are new to the market. List brand/s offered.				
	6. Give at least 3 references for the units being offered.				
	Include all this information in your package. Include these 3 pages with any submittals.				
	Give details concerning what is included in your price. A detailed list is required listing what your price/s include.				
	The City is tax exempt.				
Point of Shipment:		FOB: MARTINSVILLE,VA Frt. Prepaid & Allowed		Promised Delivery Date:	
Terms:	Quotation date:			Authorized Signature:	

NEGOTIATION

In the event the bid from the lowest responsible bidder exceeds available funds, the City may negotiate with the apparent low bidder to obtain a contract price within available funds. The procedures for such negotiations shall be as follows:

a. City, Engineer, and apparent low bidder together will review the project and attempt to find mutually agreeable proposed changes that will effectively reduce the cost of the project.

b. Apparent low bidder will present reasonably documented and substantiated proposed deductions in project cost for each potential project change, which will allow City to evaluate each proposed deduction.

c. The parties will attempt to negotiate and sign a reasonable contract for the entire project, the price of which does not exceed available funds.

Cleanup

- A. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery, and surplus materials.**
- B. If the Contractor fails to clean up at the completion of the work, the City of Martinsville may do so and the cost thereof shall be charged to the Contractor.**

Control of Work

- A. On all questions relating to quantities, the acceptability of materials and equipment, or work, and the interpretation of the Contract Documents, the decision of the City of Martinsville's Project Manager is final and binding, and shall be precedent to any payment under the contract.**
- B. All work and material are subject to the inspection and approval of the City's Project Manager. Any work done without proper inspection will be subject to rejection. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract. The Project Manager may require the Contractor to remove from the work any employee, as the Project Manager may deem incompetent, careless or insubordinate.**
- C. Certain items of work may be performed by forces of the City. The Contractor shall cooperate fully in scheduling and coordinating with the Project Manager such that no delay will result in the performance of such work. If the Contractor claims that such work delays or causes additional costs, he shall make claims as provided in Work Changes.**
- D. The City may award, or may have awarded contracts to others for other work. The Contractor shall cooperate fully with such other Contractors by scheduling his own**

work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

- E. Neither the final certificate of payment nor any provision in the contract documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

Equal Employment

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.
- B. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.
- C. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
- D. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- F. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

Drug Free Work Place

During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Guaranty

- A. The Contractor shall guarantee that all the materials used and all the work done under the contract shall fully comply with the requirements of the plans and specifications and the instructions of the City of Martinsville.
- B. All expenses covering return or replacement of defective or improper equipment or merchandise will be assumed by the Contractor. In no instance shall the contractor refer the City to any distributor or manufacturer for settlement of any claim arising from defective or improper equipment or merchandise. If the Contractor shall fail to replace or repair any defective or improper equipment or merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements and charge the cost to money due the Contractor or bill the Contractor. The Contractor agrees to reimburse the City in such instances. Samples of any warranties which will apply to the goods being offered for sale shall be included as part of the bid.
- C. Any defects in the completed work or failure of the construction to fully perform or endure the service for which it is intended, which in the opinion of the City are caused by or due to the use of materials, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a reasonable period after acceptance by the City shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the said specifications, plans, and instructions. The Contractor in this event, shall at his own expense, at such time and in such manner as the Engineer may direct, repair or take up and reconstruct any such defective work, in full compliance with the original specifications, plans, and instructions. The repairs required to be made by the Contractor shall extend only to making good an inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control.

Indemnification

- A. The Contractor shall indemnify, keep and save harmless the City of Martinsville, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise

accrue against the City of Martinsville, its agents, officials and employees in consequence of the granting of this contract or which may in anyway result there from, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Contractor or his employees, or of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City of Martinsville in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Martinsville, its agents, officials, and employees as herein provided. The Contractor shall have charge and control of the entire work until its completion and acceptance by the City.

- B. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City of Martinsville.
- C. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
- D. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City of Martinsville; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

- A. Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

- B. Comprehensive General Liability Insurance:** The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Martinsville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury
Builders Risk

- C. Automobile liability insurance** minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

- D. Umbrella Policy.** At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.
- E.** All policies shall name the City of Martinsville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.
- F.** Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

Limitations of Work Area

- A.** The Contractor shall be limited to a specific area for storage of equipment, supplies, and building materials. This area shall be designated by the City and established during the Pre-construction conference.

- B. Parking area for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require his personnel to park in this designated area and not any area which may interfere with the normal operations in and around the construction area or with access and use of the facility by the City.**

Observance of Laws

The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract.

Performance

In case of default by the Contractor, the City of Martinsville may procure the commodity or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

Permits

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Martinsville, Commonwealth of Virginia or any other requesting agency having jurisdiction. Contact the Commissioner of Revenue's Office at 276-403-5131 for details and instructions.

Safety

- A. All practices, materials and equipment shall comply with the Federal Occupational Safety and health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.**
- B. Construction site safety is the responsibility of the Contractor.**

Subcontracts

- A. No proposed subcontractor shall be disapproved by the City of Martinsville except for cause.**
- B. The Contractor shall be as fully responsible to the City of Martinsville for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.**
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.**
- D. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.**

Suspension of Work

The work may be suspended by the City of Martinsville when deemed in the best interest of the City.

Termination

If the Contractor fails to begin the work under this contract within the time specified, of fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry out the work in an acceptable manner, the City shall give notice in writing to the Contractor of such failure, delay, neglect, refusal, or default, specifying the same and if the contractor, within a period of seven days after such notice, shall not proceed in accordance therewith, then the City Manager acting for and on behalf of the City shall, upon receipt of a written certificate from the Engineer of the fact of such failure, delay, neglect, refusal, or default and of failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City Manager at this option may withhold full or partial payment to the vendor until completion of the work in accordance with the terms of this contract or may have the City take over the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own employees, or may enter into a new contract for the completion of the work, or may use such other methods as in the opinion of the City Manager shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this contract.

In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims of liens thereon which may have been filed with the City or any prior assignment filed with it. In case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay the City the amount of such excess.

Work Changes

- A. The City of Martinsville without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$10,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.
- B. The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

- C. Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.
- D. The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.

BID FORM



**TO: CITY OF MARTINSVILLE
MARTINSVILLE, VIRGINIA**

The undersigned has carefully examined the Specifications and hereby declares to furnish and install the following item at the City Annex in the manner prescribed in the specifications, for the following price:

TOTAL COST

2 each 5 Ton AC Units (Equipment and material) \$ _____

Labor costs for installation \$ _____

Total Cost \$ _____

Promised Delivery Date: _____

Brand and Model Number _____

Vendor Name

Mailing Address

By _____

Signature & Title

Date

Phone & Fax Numbers

Email Address